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8 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
9 IN AND FOR THE COUNTY OF WHATCOM

10 *In re: Mt. Baker Imaging, LLC Data Security*
11 *Litigation*

Lead Case No. 25-2-00463-37

JOINT DECLARATION OF CLASS
COUNSEL IN SUPPORT OF
PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS

14
15 1. We, M. Anderson Berry, Kaleigh N. Boyd, and Elena Belov are counsel for
16 Plaintiffs in the above-captioned case. We have personal knowledge of the facts in this
17 declaration and could testify to them if called on to do so. We previously submitted the firm
18 resumes of Emery Reddy, PC; McNaul Ebel PLLC; and Almeida Law Group LLC in connection
19 with Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

20 2. Class Counsel have extensive experience in litigation, certification, trial, and
21 settlement of consumer class-actions, and data breach litigation specifically. There are few, if
22 any, firms in the nation with the expertise of Class Counsel in these types of cases. Class Counsel
23 have recovered millions of dollars for the classes they represented in dozens of cases. In
24 negotiating this Settlement, Class Counsel had the benefit of years of experience and a familiarity
25 with the facts of this Action as well as with other data breach cases. We are informed and believe
26 Defendants' counsel are also highly experienced in this type of litigation.

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1 3. After becoming aware of the Data Security Incident, Plaintiffs filed various class
2 action lawsuits (“Actions”) including *Bardwell, et al. v. Mt. Baker Imaging, LLC, et al.*, No. 25-
3 2-00463-37, *Schumann v. Mt. Baker Imaging, LLC, et al.*, No. 25-2-00808-37, *Uitdenhowen, et*
4 *al. v. Mt. Baker Imaging, LLC, et al.*, No. 25-2-00814-37 and *Eberlein v. Mt. Baker Imaging,*
5 *LLC, et al.*, No. 25-2-00822-37. The Court consolidated these actions on May 16, 2025. *See* Joint
6 Declaration of Counsel filed in support of Plaintiffs’ Unopposed Motion for Preliminary
7 Approval of Class Action Settlement (“MPA Joint Decl.”), ¶ 6.

9 4. On June 13, 2025, Plaintiffs filed their Consolidated Class Action Complaint
10 (“CCAC”). *Id.* In the CCAC, Plaintiffs alleged, among other things, that Defendants failed to
11 adequately protect their Private Information in accordance with their duties and did not maintain
12 reasonable data security measures as required by law. Defendants deny: (i) the allegations and all
13 liability with respect to facts and claims alleged in the CCAC; (ii) that the Class Representatives
14 in the CCAC and the class they purport to represent have suffered any damage; and (iii) that the
15 action brought in the CCAC satisfies the requirements to be certified or tried as a class action
16 under CR 23. Nonetheless, the Parties concluded that further litigation would be protracted and
17 expensive, and that it was desirable that the Action be fully and finally settled in the manner and
18 upon the terms and conditions set forth in the Settlement Agreement.

21 5. Following filing of the CCAC, Class Counsel and Defendants began discussing
22 the prospect of early exchanges of data and background information with an eye towards potential
23 resolution of this action. Once information was exchanged, the Parties then discussed potential
24 settlement. The Parties ultimately scheduled and attended mediation on August 14, 2025, with
25 experienced class action mediator Judge Ronald B. Leighton (Ret.).

26 ///

1 6. Before the mediation, the Parties exchanged detailed mediation statements
2 outlining the Parties' respective positions concerning liability and class certification. During the
3 mediation, after numerous rounds of back-and-forth negotiations, the Parties eventually reached
4 an agreement on the core terms of the Settlement after Judge Leighton made a mediator's
5 proposal.
6

7 7. Thereafter, the Parties continued to negotiate the finer details of the Settlement
8 and worked together to draft the Settlement Agreement and Notice documents. Class Counsel
9 also contacted several well-known claims administrators to obtain bids for providing notice and
10 claims administration. The terms of the Settlement Agreement were finalized on February 25,
11 2026.
12

13 8. Through July 1, 2026, counsel for Plaintiffs named in the Consolidated Complaint
14 ("Plaintiffs' Counsel") devoted more than 499.7 hours to the investigation, litigation, and
15 resolution of this complex case, incurring more than \$395,094 in lodestar. Plaintiffs' Counsel
16 maintained contemporaneous records of their time and expenses. These records are prepared and
17 maintained in the ordinary course of business through software systems maintained by each
18 Counsel's respective firm. This represents a lodestar multiplier of approximately 2.78.
19

20 9. Plaintiffs' Counsel's time was spent investigating the claims of Plaintiffs and
21 Class Members, litigating procedural issues, conducting informal discovery, researching and
22 analyzing legal issues, engaging in extensive settlement negotiations, drafting settlement papers,
23 and moving for preliminary approval.
24

25 10. The below chart identifies the firms responsible for the total number of common
26 benefit hours committed to the litigation and expended on behalf of the Class through July 1,
2026.

LODESTAR	Hours	Total Fees
McNaul Ebel PLLC ¹	64	\$54,383
Emery Reddy, PC ²	158.3	\$137,870
Almeida Law Group LLC	187.1	\$139,898
Kopelowitz Ostrow P.A.	37.4	\$29,998
Cotchett, Pitre & McCarthy, LLP	22.4	\$11,775
Strauss Borrelli PLLC	30.5	\$21,170
TOTAL	499.7	\$395,094

11. This time does not include time spent drafting the Motion for Final Approval of Class Action Settlement, which is being filed at the same time as this Motion for Attorneys' Fees. After this Motion is filed, Plaintiffs' Counsel will spend additional time drafting their reply in support of their Motion for Final Approval, preparing for and attending the Final Approval Hearing, defending any appeals taken from the final judgment approving Settlement, and ensuring that the claims process and distribution of Settlement proceeds to Class Members is done in a timely manner in accordance with the terms of the Settlement. Based upon past experience, we estimate that another 50–100 hours of attorney time will be reasonably expended on this matter.

12. Throughout this litigation, Interim Co-Lead Counsel prosecuted the claims at issue efficiently and effectively, making every effort to prevent the duplication of work that might

¹While this Litigation was pending, Kaleigh N. Boyd joined McNaul Ebel PLLC. The time reflected in this table is inclusive of both McNaul Ebel PLLC's time and expenses and Ms. Boyd's former law firm's time and expenses.

² While this Litigation was pending, M. Anderson Berry and his litigation team joined Emery Reddy, PC. The time reflected in this table is inclusive of both Emery Reddy, PC's time and expenses and Mr. Berry's former law firm's time and expenses.

1 have resulted from having multiple firms working on this case absent experienced leadership.

2 13. Plaintiffs' Counsel prosecuted this case on a purely contingent basis. As such, the
3 firms involved assumed a significant risk of nonpayment or underpayment. This matter has
4 required our firms to spend time on this litigation that could have been spent on other matters.
5 Such time could otherwise have been spent on other fee-generating work. Because Plaintiffs'
6 Counsel undertook representation of this matter on a contingency-fee basis, we shouldered the
7 risk of expending substantial costs and time in litigating the action without any monetary gain in
8 the event of an adverse judgment.
9

10 14. Litigation is inherently unpredictable and therefore risky. Here, that risk was very
11 real, due to the rapidly evolving nature of case law pertaining to data breach litigation, and the
12 state of data privacy law. Moreover, the risks of prosecuting this case and pursuing it through
13 contested class certification and trial were heightened by the fact that Plaintiffs' Counsel faced a
14 prominent and experienced data privacy defense firm, Cipriani and Werner, P.C. Therefore,
15 despite Plaintiffs' Counsel's devotion to the case and our confidence in the claims alleged against
16 Defendant, there have been many factors beyond our control that posed significant risks.
17

18 15. Plaintiffs' Counsel's fees were not guaranteed—the retainer agreements counsel
19 had with Plaintiffs did not provide for fees apart from those earned on a contingent basis, and, in
20 the case of class settlement, approved by the court.
21

22 16. We assert that the attorneys' fees sought in the motion for attorneys' fees are
23 reasonable and seek fair and reasonable compensation for undertaking this case on a contingency
24 basis, and for obtaining the relief for Plaintiffs and the Class.

25 17. Class Counsel also incurred out-of-pocket costs totaling \$9,051.63 for expenses
26 related to filing fees, mediation fees, legal research, investigation, and administrative costs such

as copying, mailing, and messenger expenses.

COSTS	
McNaul Ebel PLLC	\$2,792.00
Emery Reddy, PC	\$3,863.09
Almeida Law Group LLC	\$1,761.00
Cotchett, Pitre & McCarthy, LLP	\$635.55
TOTAL	\$9,051.63

18. Additional costs and expenses may be incurred before our work is done in this case, as is true of the additional services which we will provide to the Class.

19. Additionally, Class Counsel have requested service awards in the amount of \$4,000.00 per Settlement Class Representative. The requested awards are modest under the circumstances and well in line with awards approved by state and federal courts in Washington and elsewhere. The requested service awards here will compensate the Settlement Class Representatives for their time and effort in stepping forward to serve as class representatives, assisting in the investigation, keeping abreast of the litigation, and reviewing and approving the proposed Settlement terms after consulting with Class Counsel. Indeed, without Plaintiffs efforts to support litigating this matter, the Class would not have been able to recover anything. Moreover, by associating their names with the prosecution of this action, Settlement Class Representatives have borne a certain risk that other Class Members did not have to bear and placed themselves under public scrutiny for the ultimate benefit of the Class.

* * *

I declare under penalty of perjury of the laws of the state of Washington and the United States that the foregoing is true of my own personal knowledge. Executed on July 6, 2026, in Seattle, Washington.

/s/ Kaleigh N. Boyd
Kaleigh N. Boyd
MCNAUL EBEL PLLC

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1 I declare under penalty of perjury of the laws of the state of California and the United
2 States that the foregoing is true of my own personal knowledge. Executed on July 6, 2026, in
3 Fair Oaks, California.

4 /s/ M. Anderson Berry
5 M. Anderson Berry
6 **EMERY REDDY, PC**

7 I declare under penalty of perjury of the laws of the state of Illinois and the United States
8 that the foregoing is true of my own personal knowledge. Executed on July 6, 2026, in New
9 York, New York.

10 /s/ Elena Belov
11 Elena Belov
12 **ALMEIDA LAW GROUP, LLC.**